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A third view of the subject taken in some states, is that divorces rendered in one state should be recognized as valid in others on the ground of comity. The courts holding this view proceed upon the ground that the preservation of good morals and a proper regard of social relations make it desirable that such a decree should be considered valid not only where it is pronounced, but in every other jurisdiction, provided the grounds upon which it is based are recognized in such jurisdictions as justifying the decree, *Thompson v. State* 28 Ala. 12; *Harding v. Allen* 9 Me. 140; *Felt v. Felt* 59 N. Y. E. 606; *Shafer v. Bushnell* 24 Wis. 372. In view of the fact that harmony among the different states in regard to divorce laws is essential to the preservation of good morals, this third view of the subject would seem to commend itself as the most reasonable, for it would certainly be a most inconsistent position to assert the right of one state to dissolve a marriage for a given cause and then decline to give effect to a judgment of a sister state in a strictly analogous case. Brown, Harlan, Brewer, Holmes; four justices dissenting.

CONTRACT OF COMMON CARRIER LIMITING ITS LIABILITY FOR LOST  
BAGGAGE DOES NOT APPLY TO HAND LUGGAGE.

The recent case of *Holmes v. North German Lloyd Steamship Co.* 77 N. E. 21, decides that where a steamship company sells a ticket, limiting its liability for loss of the holder's baggage; and where hand baggage is delivered to the company's baggage master, at his direction and on his statement that it would be sent to the passenger's room, the company is liable for the full value in case of loss, notwithstanding such limitation.

A common carrier may, by special contract, limit his common-law liability; but he cannot stipulate for exemptions from the consequences of his own negligence or that of his servants. *New Jersey Steam Nav. Co. v. Merchants Bank*, 6 How. 344. In *Railroad v. Lockwood*, 17 Wall 357, it was held that a common carrier cannot lawfully stipulate for exemption from responsibility when such exemption is not just and reasonable in the eye of the law. In *Gibbons v. Paynion*, 4 Burrows, 2298, Lord Mansfield said: "A common carrier, in respect of the premium he is to receive runs the risque of the goods, and must make good the loss, though it happen without any fault in him, the reward making him answerable for their safe delivery. His warranty and insurance is in respect of the reward he is to receive, and the reward ought to be proportionable to the risque. If he makes a greater warranty and insurance, he will take greater care, use more caution, and be at the expense of

more guards or other methods of security; and, therefore he ought, in reason and justice, to have a greater reward."

In the case before us four of the judges concurred in the rendition of the judgment against the company. Three of the judges dissented. The court held that the provisions of the passage ticket did not apply to luggage intended to be taken by the passenger to her stateroom for use during the voyage, but only to such as might be delivered to the defendant to remain in its possession until the termination of the voyage. As to baggage of a passenger delivered to its exclusive possession, the carrier assumes the full liability of a common carrier and is an insurer. *Powell v. Myers*, 26 Wend, 591. Where baggage remains partly in custody of the passenger the rule is different. It has been held that a company is not liable for the theft of an overcoat taken from a seat in a car, except in case of negligence. *Carpenter v. N. Y., N. H. & H. R. R. Co.*, 124 N. Y. 53. When property is stolen from the stateroom in which the passenger deposits his baggage for his use during the voyage the company is liable. *Adams v. N. J. Steamboat Co.*, 150 N. Y. 163. The court further decided that the language of the ticket, which is to be construed against the carrier, supports the view that it was not intended to include baggage taken by the passenger into his cabin for use during the voyage. It provided that if the value of the passenger's effects exceeded \$100, freight at a certain rate should be paid thereon. Certainly it could not have been expected that the personal effects of the passenger taken into his cabin or stateroom, the use of which changed from day to day, or, during the same day, should be paid for as freight.

A strong dissenting opinion was written. The contentions of the minority of the court were as follows: The contract was comprehensive enough to include all kinds of property, and had there been any intention to make any exceptions it would have so stated. It made no difference whether the custody was for the whole of the voyage or part. The moment the defendant became responsible for them at all, the liability, necessarily was measured by the value theretofore agreed upon, if not then otherwise declared. It is just to hold the shipper to his agreement, fairly made, as to the value, even where loss or injury has occurred through the negligence of the carrier. The effect of the agreement is to cheapen the freight and secure the carriage; and the effect of disregarding the agreement, after a loss, is to expose the carrier to a greater risk than the parties intended he should assume. *Hart v. Penn. R. R. Co.*, 112 U. S. 331.